

## RENTAL LEASE AGREEMENT

This lease is hereby consummated between Wally Adepegba herein referred to as the landlord whose address is 3501 E. Berry St. Fort Worth, Tarrant County, TX 76105 on the one hand and \_\_\_\_\_ whose address is \_\_\_\_\_ on the other hand, herein referred to as Tenant or Leaseee.

Landlord hereby leases to Tenant and Tenant hereby rents from the Landlord the Demised Premises as defined in Section 2.01 of this lease agreement. Tenant agrees that this lease is neither transferable nor assignable and does not include any right to sublease to a third party by the tenant.

There is no other tenant involved in this lease other than the person named above and who signed below. Both Tenant and the Landlord intended to be bound by this lease and in consideration of \$1.00 and other good and valuable in consideration, Landlords and Tenants hereby agreed with each other as follows:

### ARTICLE ONE:- EFFECTIVE PERIOD

This lease is dated today \_\_\_\_\_, signed and executed today, and becomes effective from April 15, 2010, this lease is for a consecutive period of 1 (one) year with the option to renew by the Tenant for another period upon timely communication to the Landlord in writing of his intent to renew or exercise his option, and consummate an agreement for the renewal at least 60 days prior to the expiration of the existing lease term. Any of the parties to this lease may terminate at any time without penalty upon an advance notice of 30 days.

### ARTICLE TWO:- SCHEDULE

The following definitions shall be applicable to the various provisions of this lease which refer to them:

**Section 2.01 DEMISED PREMISES:** The demised premises is a single bay located at 3428 E. Berry St Fort Worth, Tarrant County, Texas 76105, and it is the area occupied by the business known as Star Lube State Inspection, including any alteration, improvements, additions or repairs made to it. It does not include other businesses located at the same address, or on the same location.

**Section 2.02 RENT:** The said rent amount shall be \$1295.00, per month, for the next 12 months counting from April 15, 2010 and ending April 15, 2011.

**Section 2.03 SECURITY:** Tenants shall be responsible for any and all security arrangements including but not limited to providing the statutory required or otherwise proper number of smoke alarms, fire extinguishers, emergency lighting, first aid kits, door locks and safety lights.

**Section 2.04 PERMITTED USE:** Tenants shall use the Demised Premise known as Star Lube and Tire only for the purpose of car emissions and inspection, or any other lawful business which may be conducted therein under the applicable laws, regulations and codes.

**Section 2.05 NOTICE ADDRESSES:** The appropriate addresses for any notification required under law shall be those addresses listed in the first paragraph of this lease. Should said address of Landlord or Tenants as listed above no longer remain current, the moving party should notify the other party of the change in address within 30 days. For the Landlord all notices to him must be address certified mail to the mailing address shown above.

### **ARTICLE THREE: -CONDITION OF THE PREMISES**

**Section 3.01 NO REPRESTENTATION:** Landlord has made no representation, covenants or warranties with respect to the Demised Premises or business except as expressly set forth in this lease.

**Section 3.02 ALTERATIONS:** Tenant may not make any alterations to the Demised Premises without prior written consent of the Landlord. If Landlord grants consent, the alterations shall be performed in a good manner and in accordance with all applicable legal, safety, and insurance requirements.

**Section 3.03 LIENS:** If any liens are filed against the Demised Premise as a result of acts of the Tenant, Tenant shall discharge the lien within 20 days after its filing. If Tenant fails to discharge the lien, the landlord may bond or pay the lien or claim, for the account of the Tenant without inquiring into the validity thereof. Said failure to discharge the lien may, at the discretion of the landlord, work as a total breach of this lease and termination of the tenant's right herein.

**Section 3.04 INSURANCE:** Tenants shall maintain an insurance policy on the Demised Premises with the landlord named as beneficiary. The copy of the insurance shall be provided to the Landlord within 30 days from the date of signing this contract. Tenant shall also maintain an appropriate level of liability insurance to protect Landlord against any claims from the general public and Tenant further hereby agrees to indemnify the Landlord against any such claims by the said public because of any condition of the premises or the operation of the Tenants business on Landlords premise, or for any other reason.

### **ARTICLE FOUR: - REPAIRS AND MAINTENANCE**

**Section 4.01 CONDITION OF THE DEMISED PREMISE:** Tenant accepts the premises "as is" and agrees by his execution of this lease that the premises is suitable for the purpose for which it has been leased.

**Section 4.02 LANDLORDS RESPONSIBILITY:** Tenant and Landlord agree that the Landlord is not responsible for any maintenance, repairs, replacements or otherwise, to any exterior or interior surfaces of the premises. Tenant and Landlord further agree that Landlord is not responsible during the term of this lease for any yard or other property maintenance or

repairs and that it is the sole duty of the Tenant to comply or bring the premises into compliance with any applicable law, regulation or code.

**Section 4.03 TENANTS RESPONSIBILITY:** Tenant and Landlord agree that Tenant shall be responsible for all the areas of maintenance and repairs to the premises, equipment on the premises and accessible areas of the public and private, including repairs to the utilities.

## **ARTICLE FIVE: - SERVICES AND UTILITIES**

**Section 5.01** Tenant shall be responsible for all connections, meters, and charges for utilities of all kinds at the Demised Premises, such as air condition, heat, electric, trash disposal, telephone, alarm, water and any other utility expense that becomes due.

## **ARTICLE SIX: - USE AND OPERATION**

**Section 6.01 TAXES AND LICENCE FEES:** Tenants shall be responsible for all taxes and licenses or permit fees, including any personal or business property taxes.

## **ARTICLE SEVEN: - TRANSFER OR ASSIGNMENT OR LEASE**

**Section 7.01 ASSIGNMENT, TRANSFER OR SUBLET:** Tenant shall not assign, sublet or transfer his interest in this lease. Tenant cannot sublease or enter into any agreement with a third party to do so. Such acts by the Tenant will constitute automatic forfeiture of tenants rights under this lease agreement, thereby, terminates this lease and will be immediately evicted.

## **ARTICLE EIGHT:-DEFAULT**

**Section 8.01 DEFAULT:** Tenant shall default and forfeit his rights under this lease if he fails to perform any of the conditions or clause herein, and said failure shall continue for more than Ten days, after notification of such failure by the Landlord, by phone or message with a known third party to the Tenant or by mail. Upon such default Tenant will be evicted immediately

**Section 8.02 LANDLORDS RE-ENTRY:** If any of the terms of this lease shall expire or should Tenant default upon this lease and fail to cure within the time provided herein, Landlord may enter the premises, change the door locks, remove Tenant and Tenant's property, since this default will constitute knowingly abandoning his interest in the said belongings by the Tenant Landlord may dispose or sell the abandoned property applying the proceeds towards any unpaid rent or other debts owed Landlord and arising out of this lease.

## **ARTICLE NINE: - MISCELLANEOUS**

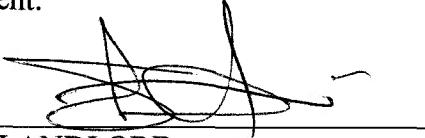
**Section 9.01 INTEGRATION AND MERGERS:** Landlord and Tenants agree that this lease agreement represents their only lease agreement on the Demised Premises and that there is no other agreement between the parties. This lease represents and fulfills all other temporary agreements previously documented, or consummated, or held, by both parties concerning the

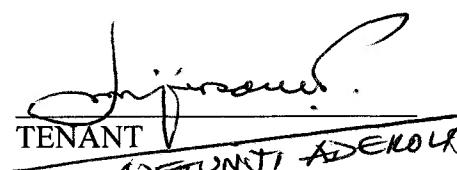
lease of the said premises and becomes the substituted agreement thereby invalidates any other before this.

**Section 9.02 LANDLORDS RIGHT TO DEVELOP PROPERTY:** Landlord and Tenant agree that Landlord has the right to develop and construct upon the Demised Premises any structure or building he deems fit, including but not limited to any other business. That Tenant will not interfere, harm or hinder Landlords development of said Demised Premises. Landlord shall also reserve the right to remodel or renovate any building and structure on the location, including the building and structure to be used by Tenant in the conduct of his business.

**Section 9.03 SURRENDER OF THE PREMISES:** Upon the expiration or termination of this lease, Tenants shall quit the premises and surrender same broom clean and in good condition and repair together with all alterations, installations, additions, and improvements, repairs which may have been made or attached to the Premises. Any removal of such additions, improvements, repairs which have been made or attached to the Premises will constitute willful and intentional damages under the term of this lease and will render Tenants liable to an amount not more than the appraised property value of the year just prior to the year of the damage.

To signify agreement to this instrument, and that each party read, understands and agrees to all terms contained herein, Landlord and Tenant have each attested to and then executed this lease agreement.

  
 LANDLORD  
 W.H. ADEPEGBA  
 Dated: 4-16-2010

  
 TENANT  
J. J. ADETUNJI ADEKOLA

a. Acknowledgment—For Individual

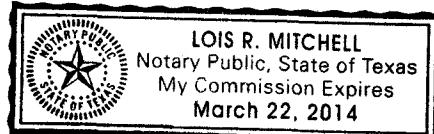
THE STATE OF TEXAS ( )

COUNTY OF Jarrant ( )

BEFORE ME, the undersigned authority, on this day personally appeared ADEPEGBA WALLY ADETUNJI ADEKOLA known to me (or introduced to me by ADEPEGBA WALLY) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of the office this 16 day of April,  
2010 A.D.

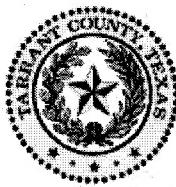
(S E A L)



  
 Notary Public - Signature

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

WALLY ADEPEGBA  
3501 E BERRY ST  
FT WORTH, TX 76105

Submitter: WALLY ADEPEGBA

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 4/16/2010 11:43 AM

Instrument #: D210088090

A 5 PGS \$28.00

By: Suzanne Henderson

D210088090

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: DNCLARK